

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY FULL TEXT

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK

REPLACEMENT OF CABLES, PENDANT AND LOAD TEST OF OVERHEAD CRANE
FOSTER SAYERS DAM
BLANCHARD, PENNSYLVANIA

GENERAL BID SPECIFICATIONS

SECTION B

PRICES/COSTS

The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish all labor, supervision, plant, materials, equipment and supplies to remove and replace lifting cables on overhead traveling crane, conduct OSHA required load test and replace control pendant on the overhead crane in the operating tower at Foster Sayers Dam at Blanchard, PA. in accordance with the specifications and drawings/plates of the contract.

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
0001	Remove & Replace wire ropes	1	LS	\$_____	\$_____
0002	Conduct Load Test	1	LS	\$_____	\$_____
0003	Replace Control Pendant	1	LS	\$_____	\$_____
Total Items					\$_____

END OF SECTION B

SECTION C

I. STATEMENT OF WORK

C.1 Statement of Work: The Contractor shall provide labor, supervision, plant, materials, equipment and supplies to complete the following work on the overhead crane in the operating tower at Foster Sayers Dam:

- a. Remove and dispose of and replace two (2) each lifting cables that are part of the lifting assembly of the overhead traveling crane, making all settings and adjustments as required to make crane with newly installed cables fully functional and operational.
- b. Complete OSHA required full load test of newly installed cables and provide all written reports and certifications of said load test.
- c. Remove and replace pendant on the control cable of the overhead traveling crane.

C.1.1 Location: Foster Joseph Sayers Dam is located on Ridge Crest Drive, approximately 1.5 miles off SR 150, approximately 3 miles south of Beech Creek, in Centre County, Pennsylvania.

II. SPECIAL CONDITIONS

C.2 Site Inspections: For the benefit of prospective bidders, a site inspection is highly recommended. To arrange for an inspection on site prior to bidding, contact the Head Dam Operator, Mr. Vernon Gunsallus at (570) 962-2500.

C.2.1 Commencement of Work: All work will commence within 30 calendar days after notification of Award of Bid and be completed within 60 calendar days of award date. The start date will be coordinated with the Head Dam Operator.

C.2.2 Performance of Work: The Contractor shall perform work only during normal Corps of Engineers duty hours (7:30 a.m. to 4:00 p.m., Monday through Friday, excluding national holidays). Exceptions to this condition must be coordinated with and approved in advance by the Operations Manager, Susquehanna River Project.

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current Federal, State and Local safety regulations, including Corps of Engineers Safety and Health Requirement Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirement Manual EM 385-1-1 may be found on the World Wide Web at <http://www.hq.usace.army.mil/ceso/cesopub.htm>. Prior to commencement of work under this contract, the Contractor shall furnish the following for approval by the Government:

- (a) Hazard Analysis Plan Section I, Article 01.A.06, EM 385-1-1, dated 03 Sep 96
- (b) Accident Prevention Plan Section I, Article 01.A.07, Em 385-1-1, dated 03 Sep 96
- (c) Activity Hazard Analyses Section I, Article 01.A.09, EM 385-1-1, dated 03 Sept 96

C.2.4 Accident Reporting: In the event of an accident or injury involving contractor personnel or equipment in performance of work, the Contractor shall immediately notify the Government representative by the most expedient means feasible. If instructed so, the Contractor shall complete forms furnished, and/or provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Head Dam Operator. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by the Contractor's performance.

C.2.6 Housekeeping: The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work site and premises, any rubbish, tools, equipment and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the Contracting Officer.

C.2.7 Environmental Protection: The Contractor is required to comply with all Federal, State and Local environmental regulations.

C.2.8 Permits and Licenses: The Contractor shall, at his/her own expense, obtain any license or permits required to perform the contract. The Contractor shall comply with all Federal, State and Local laws and regulations and shall comply with any subsequent changes.

C.2.9 Records and Reports: In addition to the administrative requirements dictated elsewhere in this contract, the Contractor shall complete a Daily Construction Quality Control Report form to maintain record of contract performance, accident/injury incidence, and observance of project deficiencies. Forms will be distributed at pre-work conference.

C.2.10 Superintendent: The Contractor shall act as, or provide a Superintendent who is responsible for quality control whenever the work specified herein is being performed. The Superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to the administration of the entire contract. Such authorization shall be submitted in writing to the Government representative. The Superintendent shall deal directly with the designated, for normal day-to-day administration of the contract provisions. Superintendent's (s) will be required to attend pre-work conference prior to commencing work under this contract.

C.2.11 Project Operation: Foster Sayers Dam is a flood control project and the Contractor's access to the work area and the execution of the requirements specified herein shall not interfere with the daily operations of the dam or employees. It is the responsibility of the Contractor to coordinate all work with the Head Dam Operator or his assistant.

III SPECIFICATIONS

C.3 General: The Contractor shall provide all labor, equipment, tools and materials necessary for the removal and replacement of two (2) each lifting cables. Cables are 7/16" in diameter and each approximately 364 feet in length. Cables shall meet or exceed spec RR-W410 with minimum break strength of 17,780#. Cables shall be fitted on each end, forged steel sockets, 2" long and 1 5/8" in diameter attached to cable with spec QQ-A-351, grade C zinc.

C.3.1 OSHA Required Load Test: Upon completion of the installation of the new lifting cables and adjustments are made, the contractor shall conduct a full load test and furnish completed certifications and reports to the COR.

C.3.2 Replacement of metallic pendant: Contractor shall remove metal pendant on the control cable and replace with a pendant of approved non-conductive material. New pendant shall be compatible with current requirements so that all controls presently housed in pendant will be available in new unit. Approximate is 3 1/4" w, 23 1/8" high and 4 1/2" deep.

WAGE & DETERMINATION RATES

WAGE DETERMINATION DECISION

OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2451 (Rev. 22) dated 28 May 2002

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas
 Pennsylvania COUNTIES OF Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

WAGE DETERMINATION NO: 94-2451 REV (22) AREA: PA,PITTSBURGH

WAGE DETERMINATION NO: 94-2451 REV (22) AREA: PA,PITTSBURGH

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 | WASHINGTON D.C. 20210

William W.Gross
 Director

Division of
 Wage Determinations

Wage Determination No.: 1994-2451
 Revision No.: 22
 Date Of Last Revision: 05/28/2002

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas

Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION TITLE	MINIMUM WAGE	RATE
Administrative Support and Clerical Occupations		
Accounting Clerk I		11.00
Accounting Clerk II		12.04
Accounting Clerk III		14.97
Accounting Clerk IV		20.33
Court Reporter		14.69
Dispatcher, Motor Vehicle		11.83
Document Preparation Clerk		11.66
Duplicating Machine Operator		10.49
Film/Tape Librarian		12.05
General Clerk I		7.76
General Clerk II		8.66
General Clerk III		10.69
General Clerk IV		13.35
Housing Referral Assistant		15.93
Key Entry Operator I		9.14
Key Entry Operator II		11.13
Messenger (Courier)		8.74
Order Clerk I		11.97
Order Clerk II		14.31
Personnel Assistant (Employment) I		12.33
Personnel Assistant (Employment) II		13.75
Personnel Assistant (Employment) III		14.39
Personnel Assistant (Employment) IV		17.80
Production Control Clerk		16.30
Rental Clerk		12.05
Scheduler, Maintenance		13.55
Secretary I		13.55
Secretary II		13.82
Secretary III		15.93
Secretary IV		18.17
Secretary V		20.13
Service Order Dispatcher		12.05
Stenographer I		12.79
Stenographer II		14.30
Supply Technician		18.17
Survey Worker (Interviewer)		11.51
Switchboard Operator-Receptionist		9.63
Test Examiner		12.94
Test Proctor		12.94
Travel Clerk I		10.17
Travel Clerk II		10.90
Travel Clerk III		11.71
Word Processor I		11.61
Word Processor II		15.43
Word Processor III		16.54
Automatic Data Processing Occupations		
Computer Data Librarian		11.81
Computer Operator I		11.76

Computer Operator II	12.91
Computer Operator III	18.29
Computer Operator IV	20.32
Computer Operator V	22.49
Computer Programmer I (1)	18.47
Computer Programmer II (1)	21.00
Computer Programmer III (1)	25.20
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	19.57
Computer Systems Analyst II (1)	24.98
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.96
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.80
Automotive Glass Installer	15.60
Automotive Worker	15.60
Electrician, Automotive	16.22
Mobile Equipment Servicer	14.46
Motor Equipment Metal Mechanic	16.80
Motor Equipment Metal Worker	15.60
Motor Vehicle Mechanic	17.06
Motor Vehicle Mechanic Helper	13.89
Motor Vehicle Upholstery Worker	15.03
Motor Vehicle Wrecker	15.60
Painter, Automotive	16.22
Radiator Repair Specialist	15.60
Tire Repairer	13.96
Transmission Repair Specialist	16.80
Food Preparation and Service Occupations	
Baker	10.98
Cook I	10.16
Cook II	10.98
Dishwasher	8.33
Food Service Worker	8.37
Meat Cutter	11.08
Waiter/Waitress	8.86
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.22
Furniture Handler	12.62
Furniture Refinisher	16.22
Furniture Refinisher Helper	13.89
Furniture Repairer, Minor	15.03
Upholsterer	16.22
General Services and Support Occupations	
Cleaner, Vehicles	8.44
Elevator Operator	11.02
Gardener	10.36
House Keeping Aid I	8.93
House Keeping Aid II	9.58
Janitor	11.02
Laborer, Grounds Maintenance	9.03
Maid or Houseman	8.93
Pest Controller	12.21
Refuse Collector	11.02
Tractor Operator	9.97
Window Cleaner	11.72

Health Occupations

Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	12.06
Licensed Practical Nurse II	13.55
Licensed Practical Nurse III	15.15
Medical Assistant	10.66
Medical Laboratory Technician	12.93
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.93
Nursing Assistant II	8.92
Nursing Assistant III	9.73
Nursing Assistant IV	10.92
Pharmacy Technician	12.19
Phlebotomist	12.93
Registered Nurse I	19.16
Registered Nurse II	20.13
Registered Nurse II, Specialist	22.06
Registered Nurse III	27.85
Registered Nurse III, Anesthetist	27.85
Registered Nurse IV	29.35

Information and Arts Occupations

Audiovisual Librarian	16.54
Exhibits Specialist I	20.46
Exhibits Specialist II	26.07
Exhibits Specialist III	28.16
Illustrator I	17.66
Illustrator II	22.51
Illustrator III	24.32
Librarian	24.58
Library Technician	13.89
Photographer I	13.80
Photographer II	16.58
Photographer III	21.13
Photographer IV	22.83
Photographer V	27.60

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	8.25
Counter Attendant	8.25
Dry Cleaner	10.11
Finisher, Flatwork, Machine	8.25
Presser, Hand	8.25
Presser, Machine, Drycleaning	8.25
Presser, Machine, Shirts	8.25
Presser, Machine, Wearing Apparel, Laundry	8.25
Sewing Machine Operator	10.80
Tailor	11.48
Washer, Machine	8.94

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	16.21
Tool and Die Maker	22.76

Material Handling and Packing Occupations

Forklift Operator	13.68
Fuel Distribution System Operator	16.62
Material Coordinator	16.89

Material Expediter	16.89
Material Handling Laborer	15.05
Order Filler	13.89
Production Line Worker (Food Processing)	13.61
Shipping Packer	13.03
Shipping/Receiving Clerk	12.80
Stock Clerk (Shelf Stocker; Store Worker II)	13.82
Store Worker I	10.91
Tools and Parts Attendant	13.61
Warehouse Specialist	13.61
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.58
Aircraft Mechanic Helper	13.89
Aircraft Quality Control Inspector	18.15
Aircraft Servicer	15.38
Aircraft Worker	16.21
Appliance Mechanic	16.22
Bicycle Repairer	13.96
Cable Splicer	21.69
Carpenter, Maintenance	16.89
Carpet Layer	17.94
Electrician, Maintenance	20.17
Electronics Technician, Maintenance I	18.40
Electronics Technician, Maintenance II	21.70
Electronics Technician, Maintenance III	23.74
Fabric Worker	15.03
Fire Alarm System Mechanic	17.58
Fire Extinguisher Repairer	14.50
Fuel Distribution System Mechanic	19.32
General Maintenance Worker	15.60
Heating, Refrigeration and Air Conditioning Mechanic	16.80
Heavy Equipment Mechanic	16.80
Heavy Equipment Operator	16.80
Instrument Mechanic	17.58
Laborer	13.37
Locksmith	16.96
Machinery Maintenance Mechanic	17.61
Machinist, Maintenance	18.41
Maintenance Trades Helper	13.89
Millwright	18.73
Office Appliance Repairer	16.96
Painter, Aircraft	16.22
Painter, Maintenance	17.50
Pipefitter, Maintenance	22.74
Plumber, Maintenance	18.65
Pneudraulic Systems Mechanic	17.58
Rigger	17.58
Scale Mechanic	16.21
Sheet-Metal Worker, Maintenance	18.05
Small Engine Mechanic	15.60
Telecommunication Mechanic I	16.80
Telecommunication Mechanic II	17.25
Telephone Lineman	17.58
Welder, Combination, Maintenance	16.81
Well Driller	16.80
Woodcraft Worker	16.80

Woodworker	14.45
Miscellaneous Occupations	
Animal Caretaker	9.38
Carnival Equipment Operator	9.78
Carnival Equipment Repairer	10.16
Carnival Worker	8.33
Cashier	7.10
Desk Clerk	7.70
Embalmer	18.08
Lifeguard	8.10
Mortician	18.12
Park Attendant (Aide)	10.17
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.10
Recreation Specialist	12.61
Recycling Worker	12.94
Sales Clerk	8.10
School Crossing Guard (Crosswalk Attendant)	8.33
Sport Official	7.04
Survey Party Chief (Chief of Party)	13.02
Surveying Aide	7.75
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.83
Swimming Pool Operator	14.57
Vending Machine Attendant	12.94
Vending Machine Repairer	14.57
Vending Machine Repairer Helper	12.94
Personal Needs Occupations	
Child Care Attendant	9.40
Child Care Center Clerk	8.86
Chore Aid	8.92
Homemaker	10.89
Plant and System Operation Occupations	
Boiler Tender	18.89
Sewage Plant Operator	16.70
Stationary Engineer	18.89
Ventilation Equipment Tender	13.89
Water Treatment Plant Operator	16.22
Protective Service Occupations	
Alarm Monitor	12.51
Corrections Officer	19.31
Court Security Officer	19.31
Detention Officer	19.31
Firefighter	18.26
Guard I	8.23
Guard II	13.33
Police Officer	22.56
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.21
Hatch Tender	16.21
Line Handler	16.21
Stevedore I	14.69
Stevedore II	15.86
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.44
Air Traffic Control Specialist, Station (2)	19.61
Air Traffic Control Specialist, Terminal (2)	21.60
Archeological Technician I	14.84

Archeological Technician II	16.62
Archeological Technician III	20.55
Cartographic Technician	20.32
Civil Engineering Technician	19.74
Computer Based Training (CBT) Specialist/ Instructor	24.32
Drafter I	12.82
Drafter II	16.27
Drafter III	19.55
Drafter IV	25.09
Engineering Technician I	16.04
Engineering Technician II	18.03
Engineering Technician III	20.95
Engineering Technician IV	23.96
Engineering Technician V	27.44
Engineering Technician VI	33.17
Environmental Technician	17.43
Flight Simulator/Instructor (Pilot)	27.44
Graphic Artist	18.69
Instructor	21.53
Laboratory Technician	18.37
Mathematical Technician	23.06
Paralegal/Legal Assistant I	14.45
Paralegal/Legal Assistant II	18.81
Paralegal/Legal Assistant III	22.27
Paralegal/Legal Assistant IV	22.93
Photooptics Technician	20.05
Technical Writer	21.39
Unexploded (UXO) Safety Escort	18.08
Unexploded (UXO) Sweep Personnel	18.08
Unexploded Ordnance (UXO) Technician I	18.08
Unexploded Ordnance (UXO) Technician II	21.87
Unexploded Ordnance (UXO) Technician III	26.22
Weather Observer, Combined Upper Air and Surface Programs (3)	18.24
Weather Observer, Senior (3)	19.09
Weather Observer, Upper Air (3)	18.24
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	17.12
Parking and Lot Attendant	8.33
Shuttle Bus Driver	14.50
Taxi Driver	9.93
Truckdriver, Heavy Truck	16.14
Truckdriver, Light Truck	13.51
Truckdriver, Medium Truck	15.75
Truckdriver, Tractor-Trailer	16.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility.(Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.(A contractor may

substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)} Conformance Process: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations"(the Directory) should be used to compare job definitions to insure that

duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

REPLACEMENT OF LIFTING CABLES ON
FFP

REPLACEMENT OF LIFTING CABLES ON OVERHEAD CRANE, LOAD TEST,
REPLACE CONTROL PENDANT ACCORDING TO THE ATTACHED
STATEMENT OF WORK AT FOSTER SAYER DAM, BLANCHARD,
PENNSYLVANIA.

ITEM DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
0001 Remove & Replace wire ropes	1	LS	\$_____	\$_____
0002 Conduct Load Test	1	LS	\$_____	\$_____
0003 Replace Control Pendant	1	LS	\$_____	\$_____
Total Items				\$_____

GOV'T POC: RONALD BRYDEN @ (570) 893-4251
BUYER POC: CHERI AMES @ (410) 464-1601
PURCHASE REQUEST NUMBER: W81W3G-3079-5783

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 09-APR-2003 TO 09-MAY-2003	N/A	OPS DIV SR PROJS CURWENSVILLE RON BRYDEN PO BOX 128 CURWENSVILLE PA 16833 814-236-2000 FOB: Destination	E1R0430

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-2	Evaluation - Commercial Items	JAN 1999
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991

252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products AUG 2000 and Components)	
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Rigger @ \$17.57

Laborer @ \$11.43

Electrician, Maintenance @ \$17.57

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

<http://www.ccr.gov/index.cfm>

<http://www.ebs.nab.usace.army.mil>

<http://www.sba.gov/regulations/siccodes>

<http://www.dnb.com>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

<http://www.ccr.gov/index.cfm>

<http://www.ebs.nab.usace.army.mil>
<http://www.sba.gov/regulations/siccodes>
<http://www.dnb.com>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin</u>
1	USA

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
1	USA

(End of provision)